

IN THE MAGISTRATES' COURT OF RIVERS STATE  
IN THE PORT HARCOURT MAGISTERIAL DISTRICT  
HOLDEN AT PORTHARCOURT

BEFORE HIS WORSHIP G. C. AMADI ESQ.  
SITTING AT SMALL CLAIMS COURT AT CHIEF MAGISTRATE COURT 14,  
ON THE 17<sup>TH</sup> OF MAY 2023

SUIT NO. PMC /SCC/32/2023

VIOLET ASITONKA MARTINS-OGBANGA

} CLAIMANT

AND

1. PORTHARCOURT GREAT DESTINY COOPERATIVE INVESTMENT & CREDIT SOCIETY
2. A. CATSBI FURNITURES & OIL TOOLS ENTERPRISE

} DEFENDANTS

JUDGMENT

This is the final judgment in this suit wherein the claim before the court, dated and filed on the 26<sup>th</sup> April, 2023 is for:

1. An order of this Court compelling the defendant to pay the defendant the sum of N650,000 as principal sum of the loan given to the 1st defendant by the 2<sup>nd</sup> defendant being the amount deducted from the Claimants Account
2. An order of this Court compelling the defendant to pay the defendant the sum of N150,000 as cost of litigation.

In proof of his case, the Claimant called onewitness and the defendant never appeared in this matter.

On the 9<sup>th</sup> May, 2023 an application to enter plea of not liable for the defendant by the defendant counsel was granted and hearing notice was ordered to be served on the defendant and the matter was set down for hearing.

On the 11<sup>th</sup> day of May, 2023, the Claimant was present and the defendant was absent. On this date, the CW1, who is also the Claimant on record commenced his evidence in Chief and stated thatshe is a, member of the 2<sup>nd</sup> defendant and that the rule of the 2<sup>nd</sup> defendant is that it is only members that can surety outsiders. That as the Claimant came to him, she promised to help surety the defendant, so that they can give the defendant the loan at 10%



interest and that the defendant told her that he has a job to supply furniture and needs N500,000 loan

Testifying further, the CW1 stated that the defendant wrote an application for the loan to be returned in one month and after that he did not make any payments until in September when he paid N100,000 after several calls

That upon the default of the 1<sup>st</sup> defendant, the 2<sup>nd</sup> defendant by the end of the year withdrew the money from her account with interest. That several efforts have been made to reach the defendant but to no effect.

The CW1 identifies the letter of demand, the online banking receipt and the demand notice and same are all admitted in evidence as Exhibits 'A' 'B' & 'C'

Concluding the CW1 stated that she wants the Court to grant her prayers as on her claim before the court.

At the end of the evidence of CW1, the defendant is foreclosed from cross examining the CW1 and from defence and the matter was adjourned for judgment

A total of two (3) exhibits were tendered in evidence in the course of the trial.

That said, I will proceed to consider the case of the parties in the light of the relevant laws. I have noted the essence of the claim have also taken cognizance of the evidence before the court. I have read all the exhibits and I have couched a lone issue for determination and that is whether the Claimant has discharged the burden of proving his claim before the Court.

Suffice is to say that before the court adjourned the matter for hearing and heard the matter, the court always satisfied itself that:

1. The processes have been duly served on the defendant
2. That the time before the date of service and the date of hearing was sufficient for the defendant to have appeared had he intended to do so.

It is also important to note at this point that none of the facts stated by the claimant's witnesses were controverted in evidence or denied by the defendant and so will be deemed by this court as admitted. The law is that facts admitted need not be proved by evidence. Please refer to the case of Ayoke V. Bello (1992)10 NWLR (Pt 218) pg 380 Ratio 2; O.A.A Cooperative Society Vs. NACP Ltd (1999) 2NWLR (Pt 590) Pg 234, Ratio 4 to the effect that what is not denied is deemed admitted and what is admitted need not be proved.

On the undisputed and clear evidence before the court, the court will hold that the claimant has discharged the burden of proving that he is entitled to his claim before the Court.

**IT IS THUS ADJUDGED** that the 1<sup>st</sup> defendant to pay the Claimant the sum of N650,000 (Six Hundred and Fifty Thousand Naira) as sum of the loan given to the 1<sup>st</sup> defendant by the 2<sup>nd</sup> defendant

**AND, IT IS FURTHER ADJUDGED** that the 1<sup>st</sup> defendant to pay the Claimant. the sum of N150,000(One Hundred and Fifty Thousand Naira) as cost of litigation.

**AND IT IS ORDERED** that the defendant to pay the Claimant, the aforesaid sum of N650,000 (Six Hundred and Fifty Thousand Naira) with immediate effect

**AND IT IS FURTHER ORDERED** that the defendant do pay to the Registrar of this court the total sum of N800,000 (Eight Hundred Thousand Naira) above mentioned representing the principal sum of N650,000 (Six Hundred and Fifty Thousand Naira) and N150,000 (One Hundred and Fifty Thousand Naira) as cost of litigation.

**TAKE NOTICE** –That if payment is not made as above ordered, a warrant or warrants may issue requiring an officer of the court to levy the sum above mentioned, to the Claimant together with further costs.

**GIFT C. AMADI, ESQ.**  
**CHIEF MAGISTRATE**  
**GD II**

**G.CHINYERE AMADI. ESQ.**  
**CHIEF MAGISTRATE G.D.II**